

verify the performance of its obligations hereunder, and such books and records shall be in a format reasonably specified by Buyer. Such books and records shall include, but not be limited to, "Pig Champ" production records and such records as reasonably requested by Buyer. In addition Seller will maintain monthly and annual cash flow statements, monthly and annual balance sheets and its annual income tax return. Seller will allow Buyer, during Seller's regular business hours, to review and copy such books and records. Further, Seller will provide Buyer with an annual cash flow statement and an annual balance sheet, on or before January 31<sup>st</sup> of each year, and with a copy of its annual tax return, within 30 days after the filing of such return. Seller warrants that all such books and records shall be accurate, true and correct. Seller shall maintain, at all times, its financial condition so that it meets or exceeds Seller's financial condition as set forth in Seller's application for this Contract.

Section 17.11

Guaranty-Security. To induce Buyer to enter into this Contract, \_\_\_\_\_, who are the sole shareholders of Seller, shall each execute and deliver to Buyer, concurrently with the execution of this Contract, a guaranty, which shall be in the form set forth in Exhibit F attached hereto. To further induce Buyer to enter into this Contract, Seller shall execute and deliver to Buyer, concurrently with the execution of this Contract, the security agreements which are attached hereto as Exhibit G.

Section 17.12

Amendments. The Contract may only be amended by a written document duly executed by the parties hereto. With respect to Buyer, no amendment will be binding upon Buyer, unless such amendment is executed by either the President of Buyer or the Sr. V.P. Commodity Procurement and Economic Strategies of ConAgra Foods, Inc.

Section 17.13

Binding Effect. This Contract shall be binding upon the parties, provided that this Contract shall not become effective unless Buyer shall provide Seller with written notice within fourteen (14) days of the date first written above, that the Sr. V.P. Commodity Procurement and Economic Strategies of ConAgra Foods, Inc. has approved this Contract. If Buyer does not provide such notice within fourteen (14) days of the date first written above, then this Contract shall be of no further force or effect on either party hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SELLER:

\_\_\_\_\_

By: \_\_\_\_\_